



THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application Nos.:

10/429,861

09/772,959

10/060,172

11/432,716

and U.S. Patent Nos.

6,470,074

6,766,008

6,754,329

**STATEMENT OF THE RIGHT TO TAKE ACTION AS ASSIGNEE PURSUANT TO 37**  
**C.F.R. 3.73(b)**

Pursuant to 37 C.F.R. 3.73(b), I submit this statement on behalf of the company, 9183-6387 Quebec, Inc., seeking to establish its rights as an owner of the above identified patent applications and Letters Patent to take action in the above identified applications and Letters Patent. I am the president of 9183-6387 Quebec Inc., a company legally incorporated under Part IA of the Québec *Companies Act* by Certificate of Incorporation dated June 12, 2007, having its head office at 1501 McGill College Avenue, 26<sup>th</sup> floor, in the City of Montréal, Province of Quebec, Canada, H3A 3N9. I hereby certify that I am authorized to act on behalf of the assignee of all of the above-identified applications and Letter Patents.

The applications and Letters Patents listed below were assigned to NHC Communications, Inc. (hereinafter "NHC") by an assignment from the inventors to NHC recorded with the U.S. Patent and Trademark Office. The assignments from the inventor to NHC for these applications and Letters Patents can be found as follows:

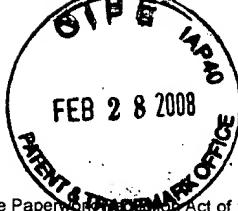
Application No. 10/429,861 assignment found at Reel/frame: 016333/0782

Application No. 09/772,959 assignment found at Reel/frame: 011787/0049

Application No. 10/060,172 assignment found at Reel/frame: 012574/0772

U.S. Patent No. 6,470,074 assignment found at Reel/frame: 011943/0563

U.S. Patent No. 6,766,008 assignment found at Reel/frame: 011814/0489



PTO/SB/21 (04-07)

Approved for use through 09/30/2007. OMB 0651-0031  
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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## TRANSMITTAL FORM

(to be used for all correspondence after initial filing)

Total Number of Pages in This Submission

24

Application Number	09/772,959
Filing Date	January 31, 2001
First Named Inventor	TEIXEIRA, Joseph
Art Unit	2616
Examiner Name	HO, Chuong T.
Attorney Docket Number	7059542001

ENCLOSURES (Check all that apply)		
<input type="checkbox"/> Fee Transmittal Form <input type="checkbox"/> Fee Attached  <input type="checkbox"/> Amendment/Reply <input type="checkbox"/> After Final <input type="checkbox"/> Affidavits/declaration(s)  <input type="checkbox"/> Extension of Time Request <input type="checkbox"/> Express Abandonment Request <input type="checkbox"/> Information Disclosure Statement  <input type="checkbox"/> Certified Copy of Priority Document(s)  <input type="checkbox"/> Reply to Missing Parts/ Incomplete Application <input type="checkbox"/> Reply to Missing Parts under 37 CFR 1.52 or 1.53	<input type="checkbox"/> Drawing(s) <input type="checkbox"/> Licensing-related Papers  <input type="checkbox"/> Petition <input type="checkbox"/> Petition to Convert to a Provisional Application <input type="checkbox"/> Power of Attorney, Revocation <input type="checkbox"/> Change of Correspondence Address  <input type="checkbox"/> Terminal Disclaimer <input type="checkbox"/> Request for Refund  <input type="checkbox"/> CD, Number of CD(s) _____ <input type="checkbox"/> Landscape Table on CD	<input type="checkbox"/> After Allowance Communication to TC  <input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences  <input type="checkbox"/> Appeal Communication to TC (Appeal Notice, Brief, Reply Brief)  <input type="checkbox"/> Proprietary Information  <input type="checkbox"/> Status Letter <input checked="" type="checkbox"/> Other Enclosure(s) (please identify below): 1. Statement of Right to Take Action as Assignee Pursuant to 37 CFR 3.73(b) with Exhibits A, B, C and D.
Remarks		
<b>SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT</b>		
Firm Name	Bingham McCutchen LLP	
Signature		
Printed name	Robert C. Berkin	
Date	2/28/08	Reg. No. 41,488

### CERTIFICATE OF TRANSMISSION/MAILING

I hereby certify that this correspondence is being facsimile transmitted to the USPTO or deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on the date shown below:

Signature			
Typed or printed name	Date		

This collection of information is required by 37 CFR 1.5. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to 2 hours to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: **Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.**

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

U.S. Patent No. 6,754,329 assignment found at Reel/frame: 012567/0933.

Attached hereto are several documents that provide evidence of the chain of title from NHC to 9183-6387 Quebec Inc. The first document, attached as Exhibit A, is a Judgment rendered by the Superior Court of the Province of Quebec, District of Montreal (Civil Division) on October 4, 2007 by the Special Clerk Me André Dion (Court file number: 500-17-038240-076) (hereinafter the "Judgment"). Pursuant to this Judgment, as specified in paragraph 4 of the Judgment, 9183-6387 Quebec Inc. became the owner of "the universality of all existing and future intellectual property rights, including, as the case may be, any patents and patent applications" belonging to NHC. The second document, attached as Exhibit B, is a Certificate of Non Appeal of the Judgement. This document establishes the finality of the Judgment against NHC, by which all of its intellectual property rights, including the above identified patent applications and Letters Patents, have been transferred to 9183-6387 Quebec Inc.

I respectfully submit, based on the foregoing documentary evidence of chain of title from the original assignee to the assignee, that 9183-6387 Quebec Inc. has established ownership of the above identified patent applications and Letters Patent and is therefore entitled to take actions at the U.S. Patent and Trademark Office in matters pertaining to the above identified patent applications and Letters Patents. The foregoing documentary evidence of the chain of title from the original assignee to the assignee is concurrently being submitted for recordation pursuant to 37 C.F.R. § 3.11. See Exhibit C. A power of attorney, attached hereto as Exhibit D, is also

concurrently being filed with the U.S. Patent and Trademark Office in the applications and Letters Patents, which grants to the Bingham McCutchen firm power to act on behalf of 9183-6387 Quebec Inc..

Respectfully Submitted,  
9183-6387 Quebec, Inc.

Date: February 26, 2008

By: Zygmunt Marcinski  
Name: Mr. Zygmunt Marcinski  
Title: President, 9183-6387 Quebec Inc.

# **EXHIBIT A**

# SUPERIOR COURT

## *Civil Division*

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTREAL

N°: 500-17-038240-076

DATE: 04 OCT. 2007, 2007

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IN THE PRESENCE OF Me André Dion  
Greffier spécial

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**9183-6387 QUÉBEC INC.**  
Plaintiff

v.

**NHC COMMUNICATIONS INC.**

Defendant

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## JUDGMENT

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- [1] **THE COURT**, after having reviewed the proceedings and the proof;
- [2] **CONSIDERING** the Defendant's failure to appear in the present proceedings;
- [3] **CONSIDERING** Plaintiff's Inscription by default to appear and the Exhibits filed in support thereof;
- [4] **CONSIDERING** the affidavit of André Denis filed with the Inscription by default to appear
- [5] **CONSIDERING** that there is no valid cause of objection to the proceedings;
- [6] **CONSIDERING** that Plaintiff's claim is well-founded.

**FOR THESE REASONS, THE COURT:**

**A. GRANTS** the *Motion to Institute Proceedings for Taking in Payment and Forced Surrender*;

**B. DECLARES THAT** the prior notice of exercise of the hypothecary right of taking in payment published at the Register of Personal and Movable Real Rights on July 27, 2007 under number 07-0431673-0001 is valid;

**C. DECLARES** Plaintiff, 9183-6387 Québec Inc., to be the owner of the movable property described at paragraph 18 of the *Motion to Institute Proceedings for Taking in Payment and Forced Surrender* which paragraph reads as follows:

18. The description of the property charged by the Hypothecs is as follows:

(a) The description of the property charged by the First Hypothec is as follows:

"The Constituant hereby hypothecates in favour of the Titulaire with effect as and from this date, the universality of the Constituant's present and future moveable property, tangible and intangible, wheresoever same may be located, relating to the business of the Constituant, including, without limitation, specific property and present and future property forming part of the universalities hereinafter described, as well as those acquired in replacement thereof and the fruits, proceeds and revenues therefrom (all of which being hereinafter collectively called the "Secured Property"), namely:

**DESCRIPTION**

1. Universality of Debts, Rights and Claims

The universality of all present and future claims owing to the Constituant (safe and except those account receivables presently or in the future owed by Verizon Communications Inc. to the Constituant), including any debts, book debts, accounts, client accounts, claims, judgments, demands, income, abatements, remissions, cash balances, money deposits and, without limitation, any amounts deposited or remitted by the Constituant to the Titulaire in virtue of the Agreement, in any bank account or any amount of whatever nature (including, without limitation, any claims against the Crown and claims under any insurance policy of whatever nature) which may, at any time hereafter, be owed or might be owed in the future to the Constituant, as well as the fruits and revenues therefrom including those acquired in replacement thereof as well as any proceeds from the sale thereof or any part thereof, pertaining or relating, directly or indirectly, to the business operated by the Constituant and also

all judgments, hypothecs, suretyships, security and other rights in connection thereto as well as all contracts, securities, bills, notes, policies and other documents now held or owned or which may be hereafter taken, held or owned by the Constituant in respect of said debts, book debts, accounts, client accounts, claims, judgments, demands, income, abatements, remissions, cash balances, money deposits or any part thereof and also all books, documents, records, electronic or otherwise, and paper recordings evidencing or relating to said debts, book debts, accounts, client accounts, claims, judgments, demands, income, abatements, remissions, cash balances, money deposits (safe and except those account receivables presently or in the future owed by Verizon Communications Inc. to the Constituant) (all of which being hereinafter collectively called the "Claims").

#### 2. Equipment

The universality of all existing and future machinery, equipment, professional equipment, materials and vehicles, owned by the Constituant, and their accessories, additions and spare parts, present and future as well as all books, directions of use, maintenance manuals, files, logbooks, documents, whether electronic or not, regarding said machinery, equipment, professional equipment, materials and vehicles, present or future, including all books, directions of use, maintenance manuals, files, logbooks, documents pertaining to any of their accessories, additions and spare parts.

#### 3. Goods in Stock

The universality of all existing and future goods in stock owned by the Constituant, including moveable property held for the purpose of being sold, rented or altered by means of transformation or manufacturing process of a good destined for sale or for rent or with respect to services offered, or goods held by third parties with respect to a rental agreement, leasing contract, and/or any and all similar agreements, franchise contract or licence or other agreement executed with the Constituant, regarding raw materials, manufactured or semi-manufactured or treated materials or products, or goods used for packaging. Goods that were part of any goods in stock which, pursuant to an alienation contract executed with respect thereto for the benefit of a third party, shall remain the property of the Constituant pursuant to a reservation of ownership in its favour, and shall be deemed to be goods in stock as long as the ownership thereof is not transferred to such third parties; are also deemed to be goods in stock, goods which, after having been alienated, have again become the property of the Constituant as a result of a resolution, termination or repossession.

#### 4. Intellectual Property

The universality of all existing and future intellectual property rights, including, as the case may be, any patents and patent applications, copyrights, including in any software, drawings and manuals, trademarks,

registered or not, including any goodwill, confidential information, third party licences, usage licences, and/or any and all similar agreements, as well as any permits or any other rights which the Constituant possesses or later acquires, relating directly or indirectly thereto and, without limitation, any right as more fully described in Schedule "A", as the case may be, attached hereto to form an integral part hereof (hereinafter sometimes collectively called the "Intellectual Property").

#### 5. Securities

The universality of all existing and future notes, titles of claims, obligations, debentures, shares and any other securities held by the Constituant including any renewal, substitution and addition or other property or securities issued or received upon the purchase, repurchase, conversion or cancellation or upon any other transformation of the said securities.

#### 6. Contractual Rights

All rights, title and interests of the Constituant, present or future, in any contract, lease, offer to lease, agreements, and/or any and all similar agreements, supply contracts and in any other document pertaining to the business and operations of the Constituant.

#### 7. Other Property

Without limiting the generality of the foregoing, the following existing and future property (the "Other Property"), to the extent that they are not already included in the foregoing descriptions, and which are also affected by the hypothecs and the other rights constituted hereunder:

- a) all claims, effects or sums of money from the licensing, leasing, rental, sale or other disposition of the Secured Property, as the case may be, as well as any property acquired in replacement thereof (it being understood that this provision shall not be interpreted as allowing the Constituant to dispose of or charge the Secured Property in violation of the other provisions hereof or of the Agreement);
- b) all insurance and expropriation rights or indemnities pertaining directly or indirectly to the Secured Property;
- c) all other rights relating directly or indirectly to the Secured Property as well as the fruits and revenues generated thereby;
- d) all titles, registers, invoices, contracts, securities and other documents which the Constituant shall receive or have the right to receive evidencing or relating directly or indirectly to the Secured Property, whatever the nature of their support or medium and whatever their form;
- e) all claims, effects or sums of money from the sale or other alienation of permits, franchises, quotas or other similar authorizations which the Constituant now possesses or may possess in the future."

(b) The description of the property charged by the Second Hypothec is as follows:

"The Constituant hereby hypothecates in favor of the Titulaire with effect as and from this date, the universality of the Constituant's present and future moveable property, tangible and intangible, wheresoever same may be located, relating to the business of the Constituant, including, without limitation, specific property and present and future property forming part of the universalities hereinafter described, as well as those acquired in replacement thereof and the fruits, proceeds and revenues therefrom (all of which being hereinafter collectively called the "Secured Property"), namely:

**DESCRIPTION**

**1.1.1 Universality of Debts, Rights and Claims**

The universality of all present and future claims owing to the Constituant (safe and except those account receivables presently or in the future owed by Verizon Communications Inc. to the Constituant), including any debts, book debts, accounts, client accounts, claims, judgments, demands, income, abatements, remissions, cash balances, money deposits and, without limitation, any amounts deposited or remitted by the Constituant to the Titulaire in virtue of the Agreement, in any bank account or any amount of whatever nature (including, without limitation, any claims against the Crown and claims under any insurance policy of whatever nature) which may, at any time hereafter, be owed or might be owed in the future to the Constituant, as well as the fruits and revenues therefrom including those acquired in replacement thereof as well as any proceeds from the sale thereof or any part thereof, pertaining or relating, directly or indirectly, to the business operated by the Constituant and also all judgments, hypothecs, suretyships, security and other rights in connection thereto as well as all contracts, securities, bills, notes, policies and other documents now held or owned or which may be hereafter taken, held or owned by the Constituant in respect of said debts, book debts, accounts, client accounts, claims, judgments, demands, income, abatements, remissions, cash balances, money deposits or any part thereof and also all books, documents, records, electronic or otherwise, and paper recordings evidencing or relating to said debts, book debts, accounts, client accounts, claims, judgments, demands, income, abatements, remissions, cash balances, money deposits (safe and except those account receivables presently or in the future owed by Verizon Communications Inc. to the Constituant) (all of which being hereinafter collectively called the "Claims").

**1.1.2 Equipment**

The universality of all existing and future machinery, equipment, professional equipment, materials and vehicles, owned by the Constituant, and their accessories, additions and spare parts, present and future as well as all books, directions of use, maintenance manuals, files,

logbooks, documents, whether electronic or not, regarding said machinery, equipment, professional equipment, materials and vehicles, present or future, including all books, directions of use, maintenance manuals, files, logbooks, documents pertaining to any of their accessories, additions and spare parts.

#### 1.1.3 Goods in Stock

The universality of all existing and future goods in stock owned by the Constituant, including moveable property held for the purpose of being sold, rented or altered by means of transformation or manufacturing process of a good destined for sale or for rent or with respect to services offered, or goods held by third parties with respect to a rental agreement, leasing contract, and/or any and all similar agreements, franchise contract or licence or other agreement executed with the Constituant, regarding raw materials, manufactured or semi-manufactured or treated materials or products, or goods used for packaging. Goods that were part of any goods in stock which, pursuant to an alienation contract executed with respect thereto for the benefit of a third party, shall remain the property of the Constituant pursuant to a reservation of ownership in its favour, and shall be deemed to be goods in stock as long as the ownership thereof is not transferred to such third parties; are also deemed to be goods in stock, goods which, after having been alienated, have again become the property of the Constituant as a result of a resolution, termination or repossession.

#### 1.1.4 Intellectual Property

The universality of all existing and future intellectual property rights, including, as the case may be, any patents and patent applications, copyrights, including in any software, drawings and manuals, trademarks, registered or not, including any goodwill, confidential information, third party licences, usage licences, and/or any and all similar agreements, as well as any permits or any other rights which the Constituant possesses or later acquires, relating directly or indirectly thereto (hereinafter sometimes collectively called the "Intellectual Property").

#### 1.1.5 Securities

The universality of all existing and future notes, titles of claims, obligations, debentures, shares and any other securities held by the Constituant including any renewal, substitution and addition or other property or securities issued or received upon the purchase, repurchase, conversion or cancellation or upon any other transformation of the said securities.

#### 1.1.6 Contractual Rights

All rights, title and interests of the Constituant, present or future, in any contract, lease, offer to lease, agreements, and/or any and all similar agreements, supply contracts and in any other document pertaining to the business and operations of the Constituant.

#### 1.1.7 Other Property

Without limiting the generality of the foregoing, the following existing and future property (the "Other Property"), to the extent that they are not already included in the foregoing descriptions, and which are also affected by the hypothecs and the other rights constituted hereunder:

- 1) all claims, effects or sums of money from the licensing, leasing, rental, sale or other disposition of the Secured Property, as the case may be, as well as any property acquired in replacement thereof (it being understood that this provision shall not be interpreted as allowing the Constituant to dispose of or charge the Secured Property in violation of the other provisions hereof or of the Agreement);
- 2) all insurance and expropriation rights or indemnities pertaining directly or indirectly to the Secured Property;
- 3) all other rights relating directly or indirectly to the Secured Property as well as the fruits and revenues generated thereby;
- 4) all titles, registers, invoices, contracts, securities and other documents which the Constituant shall receive or have the right to receive evidencing or relating directly or indirectly to the Secured Property, whatever the nature of their support or medium and whatever their form;
- 5) all claims, effects or sums of money from the sale or other alienation of permits, franchises, quotas or other similar authorizations which the Constituant now possesses or may possess in the future."

(c) The description of the property charged by the Third Hypothec is as follows:

"1. The universality of the Borrower's present and future moveable property, tangible and intangible, wheresoever same may be located, including, without limitation, specific property and present and future property forming part of the universalities hereinafter described, as well as those acquired in replacement thereof and the fruits, proceeds and revenues there from (all of which being hereinafter collectively called the "Secured Property"), namely:

#### DESCRIPTION

##### 1.1 Universality of Debts, Rights and Claims

The universality of all present and future claims owing to the Borrower (save and except those account receivables presently or in the future owed by Verizon Communications Inc. and BellSouth Telecommunications Inc. to the Borrower), including any debts, book debts, accounts, client accounts, claims, judgments, demands, income, abatements, remissions, cash balances, money deposits and, without limitation, any amounts deposited or remitted by the Borrower to the Agent in virtue of the Debentures, in any bank account or any amount of whatever nature (including, without limitation, any claims against the

Crown and claims under any insurance policy of whatever nature) which may, at any time hereafter, be owed or might be owed in the future to the Borrower, as well as the fruits and revenues therefrom including those acquired in replacement thereof as well as any proceeds from the sale thereof or any part thereof, pertaining or relating, directly or indirectly, to the business operated by the Borrower and also all judgments, hypothecs, suretyships, security and other rights in connection thereto as well as all contracts, securities, bills, notes, debenture, policies and other documents now held or owned or which may be hereafter taken, held or owned by the Borrower in respect of said debts, book debts, accounts, client accounts, claims, judgments, demands, income, abatements, remissions, cash balances, money deposits or any part thereof and also all books, documents, records, electronic or otherwise, and paper recordings evidencing or relating to said debts, book debts, accounts, client accounts, claims, judgments, demands, income, abatements, remissions, cash balances, money deposits (save and except those account receivables presently or in the future owed by Verizon Communications Inc. and BellSouth Telecommunications Inc. to the Borrower) (all of which being hereinafter collectively called the "Claims").

#### 1.2 Equipment

The universality of all existing and future machinery, equipment, professional equipment, materials and vehicles, owned by the Borrower, and their accessories, additions and spare parts, present and future as well as all books, directions of use, maintenance manuals, files, logbooks, documents, whether electronic or not, regarding said machinery, equipment, professional equipment, materials and vehicles, present or future, including all books, directions of use, maintenance manuals, files, logbooks, documents pertaining to any of their accessories, additions and spare parts.

#### 1.3 Goods in Stock

The universality of all existing and future goods in stock owned by the Borrower, including moveable property held for the purpose of being sold, rented or altered by means of transformation or manufacturing process of a good destined for sale or for rent or with respect to services offered, or goods held by third parties with respect to a rental agreement, leasing contract, and/or any and all similar agreements, franchise contract or licence or other agreement executed with the Borrower, regarding raw materials, manufactured or semi-manufactured or treated materials or products, or goods used for packaging. Goods that were part of any goods in stock which, pursuant to an alienation contract executed with respect thereto for the benefit of a third party, shall remain the property of the Borrower pursuant to a reservation of ownership in its favour, and shall be deemed to be goods in stock as long as the ownership thereof is not transferred to such third parties; are also deemed to be goods in stock, goods which, after having been alienated, have again become the

property of the Borrower as a result of a resolution, termination or repossession.

#### 1.4 Intellectual Property

The universality of all existing and future intellectual property rights, including, as the case may be, any patents and patent applications, copyrights, including in any software, drawings and manuals, trademarks, registered or not, including any goodwill, confidential information, third party licences, usage licences, and/or any and all similar agreements, as well as any permits or any other rights which the Borrower possesses or later acquires, relating directly or indirectly thereto (hereinafter sometimes collectively called the "Intellectual Property").

#### 1.5 Securities

The universality of all existing and future notes, titles of claims, obligations, debentures, shares and any other securities held by the Borrower including any renewal, substitution and addition or other property or securities issued or received upon the purchase, repurchase, conversion or cancellation or upon any other transformation of the said securities.

#### 1.6 Contractual Rights

All rights, title and interests of the Borrower, present or future, in any contract, lease, offer to lease, agreements, and/or any and all similar agreements, supply contracts and in any other document pertaining to the business and operations of the Borrower.

#### 1.7 Other Property

Without limiting the generality of the foregoing, the following existing and future property (the "Other Property"), to the extent that they are not already included in the foregoing descriptions, and which are also affected by the hypothecs and the other rights constituted hereunder:

- (a) all claims, effects or sums of money from the licensing, leasing, rental, sale or other disposition of the Secured Property, as the case may be, as well as any property acquired in replacement thereof (it being understood that this provision shall not be interpreted as allowing the Borrower to dispose of or charge the Secured Property in violation of the other provisions hereof or of the Debenture);
- (b) all insurance and expropriation rights or indemnities pertaining directly or indirectly to the Secured Property;
- (c) all other rights relating directly or indirectly to the Secured Property as well as the fruits and revenues generated thereby;
- (d) all titles, registers, invoices, contracts, securities and other documents which the Borrower shall receive or have the right to receive evidencing or relating directly or indirectly to the Secured Property, whatever the nature of their support or medium and whatever their form;

(e) all claims, effects or sums of money from the sale or other alienation of permits, franchises, quotas or other similar authorizations which the Borrower now possesses or may possess in the future."

(d) The description of the property charged by the Fourth Hypothec is as follows:

"The Constituant hereby hypothecates in favor of the titulaire with effect as and from this date, the universality of the constituent present and future moveable property, tangible and intangible, wheresoever same may be located, relating to the business of the consituant [sic], including, without limitation, specific property and present and future property forming part of the universalities hereinafter described, as well as those acquired in replacement and the fruits, proceeds and revenues therefrom (all of which being hereinafter collectively called the "Secured Property") namely:

#### DESCRIPTION

##### 1. Universality of Debts, Rights and Claims

The universality of all present and future claims owing to the Constituant which may, at any time hereafter, be owed or might be owed in the future to the consituant [sic] as well as the fruits and revenues therefrom including those acquire in replacement thereof as well as any proceeds from the sale thereof any part thereof, pertaining or relating, directly or indirectly, to the business operated by the Constituant and also all judgments, hypothecs, suretyships, security and other rights in connection to as well as all contracts, securities, bills, notes, policies and documents now held or owned or which may be hereafter taken, held, owned by the Constituant in respect of said debts, book debts, accounts, client accounts, claims, judgments, demands, income, abatements, remissions, cash balances, money deposits or any part thereof and also all books, documents, records, electronic or otherwise, and paper recordings evidencing or relating to said book debts, accounts, client accounts, claims, judgments, demands income, abatements, remissions, cash balances, money deposits.

##### 2. Equipment

The universality of all existing and future machinery, equipment, professional equipment, materials and vehicles, owned by the Constituant, and their accessories, additions and spare parts, present and future as well as all books, directions of use, maintenance manuals, files, logbooks, documents, whether electronic or not, regarding said machinery, equipment, professional equipment, material and vehicles, present or future, including all books, directions use, maintenance manuals, files, logbooks, documents pertaining of their accessories, additions and spare parts.

### 3 Goods in Stock

The universality of all existing and future goods in stock owned by the constituent, including moveable property held for the purpose of being sold, rented or altered by means of transformation or manufacturing process of a good destined for sale or for rent or with respect to the services offered, or goods held by third parties with respect to the rental agreement, leasing contract, and/or any and all similar agreements, franchise contract or licence or other agreement executed with the constituent, regarding raw materials, manufactured or semi-manufactured or treated materials or products, or goods used packaging. Goods that were part of any goods in stock which, pursuant to an alienation contract executed with respect thereto for the being of a third party, shall remain the property of the Constituent to a reservation of ownership in its favour, and shall be deemed goods in stock as long as the ownership thereof is not transferred such third parties; are also deemed to be goods in stock, goods that after having been alienated, have again become the property of the Constituent as a result of a resolution, termination or repossession.

### 4. Intellectual Property

The universality of all existing and future intellectual property rights, including, as the case may be, any patents and patent applications, copyrights, including in any software, drawings, and manuals, trademarks, registered or not, including any goodwill, confidential information, third party licences, usage licences, and any and all similar agreements, as well as any permits or any other rights which the Constituent possesses or later acquires, relating directly or indirectly thereto (hereinafter sometimes collectively called the "Intellectual Property").

### 5. Securities

The universality of all existing and future notes, titles of claims obligations, debentures, shares and any other securities held by the Constituent including any renewal, substitution and addition or other property or securities issued or received upon the purchase, repurchase, conversion of cancellation or upon any other transformation of the said securities.

### 6. Contractual Rights

All rights, title and interests of the Constituent, present or future in any contract, lease, offer to lease, agreements, and/or any similar agreements, supply contracts and in any other document pertaining to the business and operations of the Constituent.

### 7. Other Property

Without limiting the generality of the foregoing, the following existing and future property (the "other property"), to the extent they are not already

included in the foregoing descriptions, and are also affected by the hypothecs and the other rights constituted hereunder:

- a) all claims, effects or sums of money from the licensing, lease, rental, sale or other disposition of the Secured Property, as they may be, as well as any property acquired in replacement thereof being understood that this provision shall not be interpreted as allowing the Constituant to dispose of or charge the Secured Property in violation of the other provisions hereof or of the Agreement);
- b) All insurance and expropriation rights or indemnities pertaining directly or indirectly to the Secured Property;
- c) all other rights relating directly or indirectly to the Secured Property as well as the fruits and revenues generated thereby;
- d) all titles, registers, invoices, contracts, securities and other documents which the Constituant shall receive or have the right to receive evidencing or relating directly or indirectly to the Secured Property, whatever the nature of their support or medium and whatever their form;
- e) all claims, effects or sums of money from the sale or other alienation of permits, franchises, quotas or other similar authorizations which the Constituant now possesses or may possess in the future.

**D. DECLARES** that the judgment to intervene herein shall constitute good and valid title to the movable property described at paragraph 18 of the *Motion to Institute Proceedings for Taking in Payment and Forced Surrender* in favour of Plaintiff 9183-6387 Québec Inc.;

**E. ORDERS** Defendant, NHC Communications Inc., to surrender the property described at paragraph 18 of the *Motion to Institute Proceedings for Taking in Payment and Forced Surrender* to Plaintiff within 48 hours of the service of the judgment to be rendered pursuant hereto, failing which Plaintiff be entitled to obtain the said movable property hereinabove described by force, by the issuance of a Writ of Possession with the assistance of the police or a locksmith to open the doors;

**F. THE WHOLE** with costs.

(S) Me André Dion

**COPIE CONFORME**

André Dion  
Greffier adjoint

Me André Dion  
Greffier spécial

# **EXHIBIT B**

CANADA

SUPERIOR COURT

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL  
NO.: 500-17-038240-076

9183-6387 QUEBEC INC.

Plaintiff

- VS -

NHC COMMUNICATIONS INC.

Defendant

**CERTIFICATE OF NON-APPEAL  
(NAPP)**

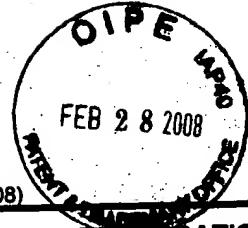
I, the undersigned, Deputy Clerk of this Court, hereby certify that the time allowed for the appeal against the judgment rendered in this case on October 4, 2007 has expired, and that no inscription in appeal has been made, no application for nullity has been filed and no motion for revocation or rectification has been presented against the judgment on the date of this certificate.

Signed in Montréal, this \_\_\_\_\_ day of \_\_\_\_\_, 2007  
2007 NOV. 23

Deputy Clerk

OLIVIER BOURGEOIS  
GREFFIER AU 9183-6387

# **EXHIBIT C**



RECORDATION FORM COVER SHEET  
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

NHC Communications, Inc.

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) October 4, 2007 and November 23, 2007

Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other Court Order dated 10/4/07 and 11/23/07

2. Name and address of receiving party(ies)

Name: 9183-6387 Quebec Inc.

Internal Address: \_\_\_\_\_

Street Address: 1501 McGill College Avenue, 26th Floor

City: Montreal

State: Quebec

Country: CANADA Zip: H3A 3N9

Additional name(s) & address(es) attached?  Yes  No

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

10/429,861  
09/772,959  
10/060,172  
11/432,716

B. Patent No.(s)

6,470,074  
6,766,008  
6,754,329

Additional numbers attached?  Yes  No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Robert C. Bertin

Internal Address: Bingham McCutchen LLP

Street Address: 2020 K Street, N.W.

City: Washington

State: DC Zip: 20006-1806

Phone Number: 202-373-6000

Fax Number: 202-373-6001

Email Address: \_\_\_\_\_

6. Total number of applications and patents involved: 7 (seven)

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 280.00

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 50-4047(7059512001)

Authorized User Name \_\_\_\_\_

9. Signature:

Signature

Robert C. Bertin  
Name of Person Signing

2/28/08  
Date

Total number of pages including cover sheet, attachments, and documents: \_\_\_\_\_

## **EXHIBIT D**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application Nos.:

10/429,861

09/772,959

10/060,172

11/432,716

and U.S. Patent Nos.

6,470,074

6,766,008

6,754,329

**POWER OF ATTORNEY BY ASSIGNEE AND CERTIFICATE UNDER 37 CFR §  
3.73(b)**

To the Commissioner of Patents and Trademarks:

I, the undersigned, acting on behalf of the Assignee of the above-identified applications for Letters Patent and issued Letters Patent hereby appoint the following attorneys and/or agents with full power of substitution and revocation, to prosecute the applications, to receive the Letters Patents and to transact all business in the Patent and Trademark Office. This appointment to be to the exclusion of the inventor(s) and their attorney(s) and agent(s) in accordance with the provisions of 37 CFR §3.71.

The appointed representatives are: Robert C. Bertin (Reg. No. 41,488), B. Jefferson Boggs, Jr. (Reg. No. 32,344); Sharon E. Crane (Reg. No. 36,113); Erin M. Dunston (51,147); William N. Hughet (Reg. No. 44,481); R. Danny Huntington (Reg. No. 27,903); Chadwick A. Jackson (Reg. No. 46,495); Krista Lynch (Reg. No. 60,374); Malcolm McGowan (Reg. No. 39,300); Timothy A. Molino (Reg. No. 45,584); Sean O'Hanlon (Reg. No. 47,252); Siddhesh V. Pandit (Reg. No. 58,572), Edward A. Pennington (Reg. No. 32,588), Franco G. Salvoza (Reg. No. 53,544); Michael A. Schwartz (Reg. No. 40,161); and Stephanie D. Scruggs (Reg. No. 54,432), all of Bingham McCutchen LLP, having an address of 2020 K Street, N.W., Washington, D.C. 20006-1806.

If the affiliation of any of these representatives is severed from their respective organization, such representative's appointment and all powers derived from this appointment shall terminate on the date of the severance.

Direct all telephone calls to Robert C. Bertin at (202) 373-6000. Address all correspondence to:

Robert C. Bertin  
Bingham McCutchen LLP  
2020 K Street, N.W.  
Washington, D.C. 20006-1806.



In accordance with 37 CFR §3.73(b), I hereby certify that I am empowered to act on behalf of the Assignee of the above-identified patent application. A Statement of the Right to Take Action as an Assignee Pursuant to 37 CFR 3.73(b) is concurrently being filed in the United States Patent and Trademark Office.

I declare that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18, United States Code §1001 and that such willful false statements may jeopardize the validity of the above referenced application or any patent resulting from that application.

Respectfully Submitted,  
9183-6387 Quebec, Inc.

Date: February 26, 2008

By: Zygmunt Marcinski

Name: Mr. Zygmunt Marcinski

Title: President, 9183-6387 Quebec Inc.